



**CONTRACT AGREEMENT
BETWEEN**

**JACKSON TOWNSHIP
BOARD OF EDUCATION**

AND THE

**JACKSON CENTRAL OFFICE
SECRETARIAL ASSOCIATION**

JULY 1, 2014 – JUNE 30, 2017

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ARTICLE 1

RECOGNITION

- A. The **Board of Education of the Township of Jackson** (hereinafter referred to as the **Board**) recognizes the **Jackson Central Office Secretarial Association** (hereinafter referred to as **JCOSA**) as the official and exclusive bargaining agent for collective negotiations concerning salaries and terms of and conditions of employment for the following non-certified secretarial, clerical and record-keeping positions who report to District Administrators and have District-wide responsibilities:

Accounts Payable Clerk
Athletics Secretary
Athletic Specialist
Basic Skills Secretary
Bookkeeping Clerk
Bookkeeping Specialist
Child Care Secretary
Child Care Office Manager Specialist
Community School Secretary
Community School Specialist
Curriculum & Instruction Secretary
Database Specialist
Deputy Superintendent Secretary
District Guidance Secretary
District Guidance/Adult High School Secretary
District Supervisors Secretary
District Technology Services Secretary
Educational Services Secretary
Facilities Secretary
Facilities Specialist
Food Service Secretary
Funded Programs Secretary
Grant Office Secretary
Homebound Secretary
Human Resource Secretary
Payroll Specialist
Pre-School Disabled Secretary
Pupil Services Secretary
Purchasing Secretary
Purchasing Specialist
Security Specialist
Security/Attendance Secretary
Switchboard Operator
Transportation Secretary
Transportation Specialist

B. Definition

Unless otherwise indicated, the term "JCOSA member" when used hereinafter in this agreement, shall refer to all employees represented by the **JCOSA** as defined in the Recognition clause, and references to female employees, including male employees and conversely.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Procedure

The parties agree to enter into collective negotiations in a good faith effort to reach agreement on matters concerning salary and terms and conditions of JCOSA members' employment. Any agreement so negotiated shall apply to all JCOSA members, be reduced to writing, be signed by the **Board** and **JCOSA**.

In the year prior to expiration of this contract, the district and association will open negotiations within 45 days of the districts receipt of intent to open negotiations from the union.

B. Modification

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 3

COMPLIANCE-MASTER AGREEMENT

Any individual contract between the **Board** and any individual JCOSA member, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Master Agreement, the Master Agreement, for its duration, shall be controlling.

ARTICLE 4

REPRESENTATION FEE

- A. **JCOSA** shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that **JCOSA** has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.
 2. A statement that **JCOSA** has established a demand and return system in accordance with requirements of NJSA 34:13A-5.4.
 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessment.
 4. A list of all employees who have failed to arrange for and become members of **JCOSA** and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the **Board** will commence deductions from salaries of such non-members as defined in Subsection A.4. above in accordance with Section C. below of the full amount of the representation fee and will promptly transmit the amount so deducted to **JCOSA**.
- C. **Payroll Deduction Schedule**
- The **Board** will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks.
1. In November, or thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
 2. The mechanics for deduction of representation fees and transmission of such fees due to **JCOSA**, as nearly as possible, shall be the same as those used for the deduction of regular membership to **JCOSA**.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the **Board** will submit to **JCOSA**, a list of all employees who

began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, starting salaries and dates of employment for all such employees.

- E. **JCOSA** hereby agrees to indemnify, defend and save harmless the **Board** from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the **Board** has fully complied with the requirements contained herein. In addition, the **Board** shall be required to make available any and all public records necessary for such defense.

ARTICLE 5

JCOSA WORK DAY/WORK YEAR

- A. The **Board** and the **JCOSA** agree that all JCOSA members shall be employed under twelve (12) month contracts effective July 1st and terminating on June 30th of each year.
- B. The **Board** and the **JCOSA** agree that the JCOSA work year shall be as follows: JCOSA members will be on duty, with the exception of previously arranged and approved vacation schedules, in the summer months. Summer months are defined as all days occurring between the **last teacher work day of one school year** and the **first teacher work day of the subsequent school year**.
- C. During the school year, from the first teacher work day until the last teacher work day, JCOSA members will follow the teachers' calendar.

1. Winter Hours

Eight (8) hours per day including one (1) hour lunch as required by position responsibilities and as approved by supervisor.

2. Summer Hours

Six (6) hours per day, **starting the first Monday after the last day of school and ending with the Monday before Labor Day**, which shall include one-half (1/2) hour lunch. Summer hours may also include a four (4) day flexible schedule as developed between the parties and subject to approval of the Superintendent of Schools.

3. **Inclement Weather**

Employees' attendance shall not be required whenever schools are closed due to inclement weather.

4. **Delayed Opening**

If it is necessary to delay the district arrival time, JCOSA employees shall be scheduled to arrive when school staff arrive. JCOSA staff stationed at Central Office shall arrive two (2) hours after their regularly scheduled start time.

5. **Emergency Early Dismissal**

If it is necessary to dismiss students prior to the regular scheduled dismissal time, JCOSA building level staff will be dismissed 30 minutes after the dismissal of students. Central Office JCOSA staff will be dismissed thirty (30) minutes after the last school dismissal or earlier as approved by the Superintendent of Schools.

6. **Holiday Recess**

JCOSA members' work day will end one-half (1/2) hour after the teacher's work day prior to Thanksgiving recess, Winter Break and Spring Break recess according to the schedule of the building they are assigned to. JCOSA personnel stationed at the Central Office location shall be dismissed one half (1/2) hour earlier than their regular assigned day or earlier as approved by the Superintendent.

ARTICLE 6

VACATION SCHEDULES

- A. The **Board** agrees that all members of **JCOSA** shall be entitled to the following vacation time:

All JCOSA members, hired after July 1st in any year, will be entitled to .85 of a day's vacation per month for each full month worked that year. This vacation time may not be used until July 1st or after in the following year.

10 Days	After completion of one (1) year of consecutive service
15 Days	After completion of five (5) years of consecutive service
20 Days	After completion of ten (10) years of consecutive service
25 Days	After completion of fifteen (15) years of consecutive service

The above paid vacation may be taken any time, including when school is in session, but subject to the prior approval of the immediate supervisor.

- B. The **Board** agrees that all members may carry over ten (10) unused vacation days for use in the next calendar year.
- C. The parties agree that total pro-rated cash payment for accumulated earned vacation time (accumulated during a particular year) shall be paid to any JCOSA member who resigns or retires prior to the completion of the contract year, as long as proper written notice, sixty (60) days, has been given to the Human Resources Office.
- D. The **Board** agrees to buy back a maximum of ten (10) vacation days annually, at the members request, at the members current rate of pay. JCOSA members may elect to sell back vacation time during the first pay date in July *and/or* during the first pay date in January, but cannot exceed a total of ten (10) days per year. The JCOSA member must inform the Personnel department of their intent to sell vacation days in writing, a minimum of two weeks prior to the appropriate pay date.

ARTICLE 7

FRINGE BENEFITS

A. **Longevity**

JCOSA members shall receive a longevity increment after the following years of consecutive service in the Jackson School District, which shall be added to and made part of the regular monthly salary payment:

Ten (10) years	\$1,000
Fifteen (15) years	\$1,250
Twenty (20) years	\$1,500
Twenty-five (25) years	\$1,750

B. **Medical Insurance**

1. Employees shall pay the insurance contribution mandated by P.L. 2011 c. 78 through a payroll deduction and the Board shall pay the remainder of the premium to provide health insurance, up to and including full family coverage. Effective July 1, 2015, or as soon thereafter as possible, all employees shall move from the Traditional or PPO/POS insurance plans to the Horizon Direct Access Plan. The co-pay for physician visits shall be \$35.00 for both primary care and specialist physicians.
2. When both a husband and a wife from the same household are employed by the **Board**, the **Board** will self-insure one (1) spouse to provide for coordinated family plan benefits up to an annual cost that does not exceed the annual family plan premium cost.
3. The Board intends to offer employees a voluntary high-deductible plan option.
4. The **Board** will pay the premium cost for prescription insurance up to and including full family coverage for one (1) family member per household minus the required employee contribution under P.L. 2011 chapter 78. Effective July 1, 2015, co-payments for prescriptions shall be established as

\$30.00 for brand name drugs, \$15.00 for generic drugs, and the same for prescriptions obtained through the mail order service plan (1x).

5. An employee may elect to waive any and all of his/her insurance coverage. As of July 1, 2015, if such waiver is exercised, the employee shall receive a cash payment agreed upon by the parties which is equal to seventeen (17%) percent of the savings (of the 2004-2005 premiums) which accrue to the **Board** as a result of the waiver. This amount will remain the same for the life of the contract.

The **Board** will file the necessary IRS-125 Waiver.

Payment shall be made to the employee annually in the second paycheck each June.

D. **Dental Insurance**

1. The **Board** will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for Dental coverage minus the required employee contribution under P.L. 2011 chapter 78.
2. When both a husband and wife from the same household are employed by the **Board**, the Board will self-insure the spouse and/or dependents of an enrollee in the Dental Plan by paying to any claimant spouse and/or dependent the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for full family coverage of dental insurance.
3. The Basic portion of the dental insurance program shall be an 80%-20% plan. The maximum benefit for orthodontics shall be \$1,000 per year. Effective July 2005, the employee will pay a \$25.00/\$75.00 deductible which is not applicable for preventive and diagnostic procedures (X-Rays).

E. **Optical Plan**

JCOSA members may elect to enroll in the VSP Optical Plan to be paid by the employee on a per month basis on annual enrollment only.

F. **Optional Retirement Insurance Benefits**

“The parties agree that the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (PL99-272) shall be enforced as required.”

For the period of this contract, the **Board** specifically agrees that persons who retire from the Jackson School District who are eligible to receive pension payments from the N.J.P.E.R.S. shall be entitled to retain medical insurance coverage at the appropriate group rates, plus the allowable administrative fee, provided that:

1. The appropriate monthly fee is received in the Board Office on or before the twentieth (20th) day of the month preceding the month of coverage (i.e., June 20th for July coverage).
2. Requested program coverage is the same as the coverage being provided at the time of retirement.

3. Monthly payments are received in check form made payable to the Jackson Township Board of Education.
4. All other legal and/or administrative requirements are satisfied as may be necessary for the implementation of this program.

G. **Retirement**

Employees who retire from the School District shall be entitled to convert to unused accumulated sick leave days, and effective January 1, 1988, unused personal leave days accumulated from September 1, 1987, and each year thereafter to severance pay in accordance with the following rules:

1. The **Board** must receive written notice of the employee's intent to retire at least sixty (60) days prior to the retirement date, except in cases of emergency.
 2. All days accumulated shall be compensated upon retirement at the rate of \$65.00 each, until a cap of \$15,000 is reached.
 3. Accumulated personal leave days may only be used for conversion to severance pay at a rate equal to sick days.
 4. Upon the death of an employee with ten (10) years or more consecutive service for the **Jackson Board of Education**, the benefits specified in Article 7 section F (2) shall be paid to the employee's estate.
 5. Any employee who is eligible to receive more than \$15,000 in severance pay as of June 30, 2012, shall continue to be eligible for the full amount of such severance upon retirement. All other employees shall be subject to the \$15,000 limit; provided, however, that in the event legislation is adopted which mandates a lesser cap, the provisions of such legislation shall immediately govern the terms of such severance.
- H. Each **JCOSA** member shall have the right to attend any classes held by the **Community Continuing Education Program** free of charge.
- I. **Professional Days** may be taken upon recommendation and with prior approval of immediate supervisor and Superintendent.
- J. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the current IRS **Mileage Reimbursement** rate.
- K. **JCOSA** members that are summoned to appear for **Jury Duty** shall receive their regular salary from the **Board** while performing this duty.

ARTICLE 8

PERSONNEL RECORDS

A. File

The **Board** agrees that any employee shall have the right, upon request for appointment, to review the contents of his/her personnel file and to receive one copy of any document contained therein at **Board** expense. All employees shall be entitled to have a representative of JCOSA accompany them during such review. No document or communication of any kind shall be placed in any personnel file without full knowledge of the employee and full opportunity to attach comments and/or rebuttal evidence statements.

B. Derogatory Material

Employees shall be given copies of all items to be placed in their file. The employee shall acknowledge that he has had the opportunity to see such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be attached to the file copy.

ARTICLE 9

EVALUATION

- A. All formal observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
- B. There will be a 120 day probationary period for all newly hired employees during which they may be terminated with just cause which will be grievable up to and including any step of the Grievance Procedure. JCOSA members should be evaluated by their direct supervisor on an annual basis.
- C. Employees shall be given a copy of their annual evaluation report prepared by their supervisor at least one day before any final conference to discuss it. Annual evaluations may, at the discretion of the district be provided in electronic format. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE 10

LEAVES OF ABSENCE

A. Bereavement

Employees shall be granted up to five (5) days per occurrence in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister in law, grandparents, grandchildren and any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of an employee's relative outside the family household. The above days may not be split when the office is closed for four (4) or more consecutive days.

B. **Personal Leave Days**

All full-time employees are permitted absence with pay for personal reasons, three (3) days. Employees may carry over two (2) days per year. No employee may hold more than five (5) personal days at a time. As of July 1, 2015, employees may no longer place unused personal days in a bank or have those days treated as sick days at retirement. Employees with personal days already placed in a sick bank as of the above note date will be allowed to keep those days for use and have them treated as sick days at retirement as per Article 7, F3.

Definition

Personal days will be defined as those days an employee will be absent during the work day for which personal matters cannot be taken care of other than on work time, i.e., house closing, emergencies, religious holidays, etc. All requests for personal days must be submitted, through the immediate supervisor, five (5) days in advance. Five (5) days' prior notification to the supervisor will be waived only in emergency situations with the approval of the Superintendent's Office. Reasons for emergency absences must be stated. Reasons must be given when applying for a personal day to be taken on Monday or Friday; on the day before or after a holiday; and after a person has used up his/her total accumulated sick days. Personal days may be used for religious days.

C. **Sick Days**

The Board agrees that all members of JCOSA shall be entitled to receive Twelve (12) sick days to be used in the event of the employee's illness. All JCOSA members hired after July 1st in any year, will be entitled to one (1) day sick leave per month for each full month worked that year. Accumulated sick days that are not used that year will be rolled over and will remain available for the employee's use in the event of illness or injury. Upon retirement, the accumulated sick days will be dispersed as per Article 7 (F).

D. **Notification of Accumulation**

Employees shall be given a written accounting of accumulated sick leave days no later than September thirtieth of each school year. Notification of days may be provided in physical or electronic format through an employee portal at district discretion.

E. **Family Illness Days**

For absence due to the serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, employees shall be entitled to use their three personal days as family illness day each year. In the case of a serious family illness for an extended period of time, with medical documentation, the Superintendent or his designee may allow an additional five (5) banked personal days to be used as family illness days to care for an immediate family member per year. Immediate family shall be considered to be an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other members of the family unit living in the same household.

F. **Leave of Absence**

Other leaves of absence without pay may be granted by the **Board** for good reason at the discretion of the **Board**.

G. **Return from Leave (Benefits)**

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.

H. **Extension and Renewals**

All extensions, or renewals, of leaves shall be applied for, in writing, and shall be granted or denied in writing.

ARTICLE 11

DEDUCTIONS FROM SALARY

A. **JCOSA Payroll Dues Collection**

1. The **Board** agrees to deduct from the salaries of its employees dues from the **Jackson Central Office Secretarial Association** as said employees individually and voluntarily authorize the **Board** to deduct.

Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the **Jackson Central Office Secretarial Association** by the fifteenth of each month following the monthly pay period in which deductions were made.

2. The **Jackson Central Office Secretarial Association** shall certify to the **Board**, in writing, the current rate of its membership dues. If **JCOSA** shall change the rates of its membership dues, it shall give the **Board** written notice to the effective date of such change.

B. **Tax-sheltered Annuities and/or Savings Bonds**

Arrangements can be made by all employees through the **Board** office to obtain tax-sheltered annuities and/or government savings bonds.

C. **Save Harmless**

JCOSA agrees to indemnify, defend and save the **Board** harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the **Board** in reliance upon payroll deductions authorized in accordance with the above provisions and transmitted by the **Board** to the appropriate agency.

ARTICLE 12

GRIEVANCE PROCEDURES

A. Definitions

1. It is understood and agreed between the parties that a grievance shall be defined as any dispute arising over the interpretation or application of any particular terms of this Agreement entered into between the **Jackson Township Board of Education** and the **Jackson Central Office Secretarial Association**.
2. It is understood and agreed between the parties that steps one (1) through three (3) may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting an employee.
3. Any employee represented by **JCOSA** having such a grievance is under obligation to follow proper procedures in an attempt to satisfy his/her grievance and in doing so he/she shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting the grievance.
4. "Days" when used herein shall mean days when Central Office is in operation unless otherwise indicated. Failure by the **Board** or any representative of the **Board** to meet the deadlines established in the grievance procedure shall allow the grievance to be automatically moved to the next level. Failure by **JCOSA** to meet the deadlines established in the grievance procedure shall cause the grievance to be waived.
5. Upon request by the aggrieved, the supervisor, at Steps One (1) and Two (2) of this procedure, may hold a hearing at which the aggrieved may have the opportunity to orally support the written grievance.

B. Procedure

Step One

Any employee having a grievance must first present his/her complaint, in writing, to the Director of Human Resources and the Association within thirty (30) calendar days of the date of the occurrences of the grievance specifying:

1. the nature of the grievance;
2. the nature and extent of the injury, loss or inconvenience;
3. the result of previous discussions;
4. the relief sought.

The supervisor shall then communicate his decision to the employee and **JCOSA**, in writing, within ten (10) days of the receipt of the written grievance.

Step Two

If, within five (5) days after receipt of the decision at Step One, the aggrieved person is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days after presenting the written grievance at Step One **JCOSA** shall refer it to the Superintendent of Schools, in writing, specifying the individual's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days. The Superintendent of Schools shall communicate his decision, in writing, to the employee, and **JCOSA**.

Step Three

If the grievance is not resolved to the employee's satisfaction, he/she, no later than ten (10) days after receipt of the Superintendent's decision, or if no decision has been rendered within eleven (11) days after presenting the grievance to the Superintendent, may request a review by the **Board of Education**. The request shall be submitted, in writing, through the Superintendent of Schools who, within, five (5) days shall attach all related papers and forward the request to the **Board of Education**. The **Board**, or a committee thereof, shall review the grievance and shall, if requested, hold a hearing with the employee and render a decision, in writing, to the employee and **JCOSA**, within thirty (30) calendar days of transmittal of the grievance to the **Board**.

Step Four

1. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he/she shall file a request, in writing, within ten (10) days that the Association submit the grievance to arbitration. If **JCOSA** determines that the grievance is meritorious, it may file a request for arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) days after receipt of the request from the aggrieved. The rules and procedures of PERC shall be used in selecting the arbitrator, conducting hearings and transmitting awards.
2. The arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the **Board of Education**. The decision of the arbitrator in connection with the said grievance as defined above shall be final and binding upon both parties for the duration of this Agreement.
3. The parties shall share the arbitrator's cost equally. All other costs shall be borne by the party incurring such costs.

C. Employee Representation

Any employee presenting such a grievance may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by **JCOSA**.

D. Group Grievance

1. Grievances affecting a group or class of employees limited to Central Office will be initiated at the Superintendent's level by **JCOSA**.
2. Group grievances will identify the number of grievants, the class of individual, and the titles of the positions affected.

E. Personnel Records

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 13

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employees such rights as he/she may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 14

JUST CAUSE

The **Board** and the **JCOSA** agree that no secretary shall be reprimanded or disciplined without just cause. Grievances involving reprimands or discipline shall not be arbitral, if the dispute replaces or is inconsistent with an alternate statutory appeal procedure applicable to employees under tenure.

ARTICLE 15

REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before a supervisor or administrator concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining hereto, then he/she shall be given a prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of **JCOSA** present to advise and represent him/her, during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

ARTICLE 16

BOARD RIGHTS CLAUSE

The **Board** reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by this Agreement in accordance with applicable laws and regulations to manage and direct on behalf of the public all of the operations and activities of the school district.

ARTICLE 17

POSTING

Posting of all vacancies included in this bargaining unit shall include the specific position title, qualifications, duties and salary range level, and shall be posted within the Board of Education for a period of not less than seven (7) work days. Consideration and inclusion in the interview process for new and vacant positions, whether temporary or permanent, shall be given to employees presently under contract title within the Board of Education before an advertisement is placed for candidates outside the Board of Education. Candidates shall submit applications, including an updated resume through the online application process, to the Personnel Department in accordance with specified time limits.

ARTICLE 18

SALARY PROVISIONS

A. Promotional Increases

1. In the event that the Board elects to transfer a JCOSA member to a different position within JCOSA, the member affected will be notified promptly, in writing. The member will also receive appropriate training for duties particular to this new position.
2. The **Board of Education** and **JCOSA** recognize that there are ten (10) positions formally known as Specialists (Level 6) that require a greater expertise and more specific skills than the other positions covered in this Agreement. These positions are:

Athletic Specialist
Bookkeeping Specialist
Child Care Office Manager Specialist
Community School Specialist
Data Base Specialist
Facilities Specialist
Payroll Specialist
Purchasing Specialist
Security Specialist
Transportation Specialist

The job descriptions for these Specialist positions outline the specific skills and duties that authenticate the Specialist classification.

The **Board** has the right to consider and approve title changes and salary increases for **JCOSA** members with the approval of their Supervisor to a Specialist position, if they meet the criteria of such position.

B. Overtime Pay

1. JCOSA members will be compensated at one and one-half (1-1/2) times their hourly rate for all work in excess of forty (40) hours per week. Paid sick days, personal days, or holidays will be included in the forty (40) hours.
2. The Board shall pay any JCOSA member who attends job-related workshops after hours with Supervisors' and Superintendent's prior approval at a time and one-half (1-1/2) rate.
3. Any day wherein the immediate supervisor requires the presence of a JCOSA member in the office that is a Sunday, or one of the following Jackson Board of Education approved holidays when school is not in session

Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin
Luther King Day, President's Day, Easter Day, Memorial Day, July 4th

the JCOSA member will be compensated at a double-time rate of pay for work performed on these days. All work on these days must be preapproved and requested by a Supervisor, not a subordinate.

In addition, employees called into perform work duties on Saturday or during Winter/Spring break when the district is closed shall be paid at the rate of one-and-one-half the normal rate of compensation.

4. The Board shall adjust a member's salary by \$500.00 of pensionable income when the member demonstrates proof of having earned an Associate degree or higher.

C. Continuing Education

1. Ten (10) workshop hours will be required for each one (1) CEU.
2. Staff members who participate in workshops offered outside the Jackson School District and paid by the district may be required to present a summary presentation as part of the ongoing professional development program offered in district.
3. For non-certified staff, for every fifteen (15) CEU's earned, two hundred and fifty dollars (\$250.00) will be paid to the staff member. This money will be added to the staff member's salary each year and will not exceed five hundred dollars (\$500.00).
4. These monies will be provided once, on September 1, based on the CEU's earned by June 30 of the previous year. If the deadline is missed, the monies will be applied to the following year with no retroactive monies to be included. It is the employee's responsibility to make this request with supporting documentation to the Department of Human Resources prior to July 1 of the previous year.
5. Courses considered toward CEU's will be those courses that will benefit the district and the employee's performance in their job and must be pre-approved by the immediate supervisor.

D. **Salary Increases**

Salary guides must be balanced and flow from year to year at an agreed upon level of increase. No year can have a decrease. See Schedule A – JCOSA Salary Guide –2014-2017.

The agreed-upon salary base of \$1,190,960.25 will be increased by 2.7%, inclusive of increment cost, for the 2014-2015 school year. The resulting salary base will be increased by 3.6% for the 2015-2016 school year, inclusive of increment cost, and by 3.2% for the 2016-2017 school year, inclusive of increment cost.

- E. **Disagreements** regarding the appropriateness of the classification category of any job may be submitted to the grievance procedure at the Superintendent's level.
- F. **Homebound Secretary** to be pro-rated with the individual's current rate of pay on the JCOSA salary guide.

ARTICLE 19

MISCELLANEOUS PROVISIONS

A. **Non-Discrimination**

The **Board** and JCOSA agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or sexual orientation.

B. **Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. **Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. **Compliance Between Individual Contract and Master Agreement**

Any individual contracts between the **Board** and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement – during its duration – shall be controlling.

E. **Notice**

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by e-mail or registered letter at the following addresses:

1. If by **JCOSA**, to **Board** at Board office.
2. If by **Board**, to **JCOSA** at home address of current JCOSA President.

F. **Personal Property**

The Board shall reimburse employees for any loss, damage, or destruction to their automobile, clothing, or personal property while said employees are on duty on school premises or on a school-sponsored activity.

G. **Health & Safety**

1. The Board shall provide a healthy and safe workplace for all school employees.
2. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
3. All employees shall receive training on new equipment prior to use of same. All employees shall be provided with the necessary supplies and equipment to perform their duties.
4. The Board shall give full support including legal and other assistance for any assault upon the employee arising from the discharge of his/her duties.
5. When absence arises out of, or from, such assault and injury, an employee shall not forfeit any sick leave or personal leave.
6. Benefit derived under this or subsequent agreements shall continue beyond the period of any workers compensation until the complete recovery of any employee in accordance to state statute 18A 30-2.

H. **Release Time for JCOSA President**

Effective September 1, 2005, the **Board** shall provide release time without loss of compensation to the JCOSA President and/or their designee on an "as needed" basis at 3:00 PM.

ARTICLE 20

SENIORITY RIGHTS FOR JCOSA MEMBERS

- A. Members shall achieve layoff seniority rights based on date of employment in a specific area. (Examples: Payroll, Bookkeeping, etc.)
- B. If there is a reduction in force due to economic reasons, the last person hired would be the first laid off within a specific area. If there is a job opening, employees will be recalled in reference to order of layoff in a specific area.

DURATION

This Agreement shall be effective from **July 1, 2014**, and shall continue until **June 30, 2017**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries on the **22nd day of July, 2015**.

**FOR THE JACKSON CENTRAL
OFFICE SECRETARIES ASSOCIATION**

Virginia Jursino
President

Henry Biese
Vice President

**FOR THE JACKSON TOWNSHIP
BOARD OF EDUCATION**

Barbara J. Fuso
President

Orville Luper
Secretary

JCOSA Salary Guide 2014-2017
JCOSA -Guide

2013-2014		Movement	2014-2015		2015-2016		2016-2017	
Step	Salary		Step	Salary	Step	Salary	Step	Salary
1	\$31,824.00	1-->2	1	\$32,212.70	1	\$33,077.70	1	\$33,802.70
2	\$32,563.05	2-->3	2	\$32,712.70	2	\$33,427.70	2	\$34,152.70
2a	\$32,905.90	2a-->4	3	\$33,052.70	3	\$33,777.70	3	\$34,502.70
3	\$34,030.00	3-->5	4	\$33,952.70	4	\$34,577.70	4	\$35,002.70
4	\$34,667.50	4-->6	5	\$34,752.70	5	\$35,377.70	5	\$35,802.70
5	\$36,376.00	5-->7	6	\$36,452.70	6	\$36,777.70	6	\$37,077.70
6	\$38,273.20	6-->8	7	\$38,152.70	7	\$38,277.70	7	\$38,577.70
7	\$39,971.50	7-->9	8	\$39,752.70	8	\$39,777.70	8	\$40,077.70
			9	\$41,202.70	9	\$41,277.70	9	\$41,577.70
8	\$42,105.50	8-->11	10	\$42,102.70	10	\$42,277.70	10	\$42,577.70
9	\$42,993.92	9-->12	11	\$43,002.70	11	\$43,377.70	11	\$43,677.70
10	\$43,996.61	10-->13	12	\$44,002.70	12	\$44,477.70	12	\$44,777.70
11	\$44,966.60	11-->14	13	\$45,002.70	13	\$45,577.70	13	\$45,877.70
12	\$46,165.13	12-->15	14	\$46,052.70	14	\$46,677.70	14	\$46,977.70
			15	\$47,177.70	15	\$47,877.70	15	\$48,177.70
13	\$48,549.16	13-->17	16	\$48,477.70	16	\$49,177.70	16	\$49,477.70
14	\$50,228.08	14-->18	17	\$50,077.70	17	\$50,677.70	17	\$50,977.70
15	\$51,625.48	15-->19	18	\$51,577.70	18	\$52,177.70	18	\$52,527.70
16	\$52,624.06	16-->20	19	\$52,677.70	19	\$53,677.70	19	\$54,127.70
17	\$56,277.70	17-->21	20	\$55,777.70	20	\$55,927.70	20	\$56,227.70
			21	\$57,977.70	21	\$57,977.70	21	\$58,177.70
					Move up 1 step		Move up 1 step	